

United States Environmental Protection Agency
Region 2
290 Broadway
New York, NY 10007-1866

ANSWERS TO REQUEST FOR INFORMATION
per request dated August 5, 2016 addressed to:

B&B Recycling, LLC
105 West Birmingham Pl.
Broken Arrow, OK 74011

- B&B strongly, but respectfully, objects to any accusation of B&B's involvement in the improper handling of hazardous materials at the former Beech-Nut processing plant (Site) located in the Village of Canajoharie, NY (Village).
- B&B has answered all questions truthfully and to the best of their knowledge.

QUESTIONS AND ANSWERS

1. State your Company's correct legal name, mailing address, state and date of incorporation or formation, and agent for service of process in the state of incorporation or formation and in New York. Identify all other names under which the Company operates or has operated.

Answer:

B&B Recycling, LLC
105 West Birmingham Place
Broken Arrow, OK 74011
brumer@cox.net
918-605-0980

Date of formation: September 13, 2004

B&B has answered all questions without the assistance of an attorney and in doing so B&B DOES NOT waive It's right to an attorney or representation in this matter. B&B itself was not responsible for removing and did not handle any hazardous materials at the Site. The asbestos that was removed while B&B was involved at the Site was done so by hired licensed companies that removed and disposed of the asbestos properly. The improper handling and disturbances of any hazardous materials left at the Site were caused by TD Development and It's associates before B&B's involvement and TD Development and It's previous associates are the responsible parties for the clean up of the improper removal of hazardous materials at this Site. It is the hope of B&B that justice will

prevail and the EPA will realize that B&B, being hindered by TD Development's refusal to clean up the Site, went above and beyond its scope of work by having asbestos removed properly and disposed of properly in certain buildings before demolition took place. It is also the hope of B&B that the EPA assigns the responsibility of the clean up to TD Development and does not put additional undeserved financial burden on B&B.

B&B would like further correspondence sent to the address listed above. B&B does have attorneys in OK, CT and NY and will consult with them if we are unjustly deemed liable for cleanup of the Site.

2. Please identify the chief executive officer or other presiding officer of the Company. Please also provide the mailing address of that officer if it is different than the address shown on the first page of the Request for Information letter.

Answer:

Rodney Brumley, President

3. If your Company is a subsidiary, division, branch or affiliate of another corporation or other entity, identify each of those other entities and those entities' chief executive officers or other presiding officers. Identify the state of incorporation and agents for service of process in the state of incorporation and in New York State for each entity identified in your response to this question.

Answer:

B&B is listed as owner of the following:
National Decon Holdings Gastonia LLC (100%)
National Decon Contractors, LLC (66.66%)

State of Incorporation for both is Oklahoma.
Chief officer: Rodney Brumley
Agent for service: Micheal H. Freeman, Esq.
1701 South Carson Ave.
Tulsa, OK 74119

4. What is the nature of the business conducted by your Company?

Answer:

B&B is a deconstruction company in business since 2004. It deconstructs buildings by hand and with machinery, salvaging as much material (brick, wood, metal, etc) as possible for resale.

5. Did your Company conduct any asbestos abatement or demolition work at the Site? If yes, identify the individual(s) and entity or entities that hired your Company for such work, state the date(s) of this work, and describe in detail the nature and extent of the work that your Company performed at the Site. Provide copies of all contracts, correspondence, permits or permit applications that your Company submitted or obtained to comply with environmental or other laws relating to the Site, and all other documents relating to your Company's work at the Site.

Answer:

B&B Recycling (B&B) performed demolition work at the Site.

On 10-1-14 B&B purchased the salvage rights for salvageable material in the buildings from TD Development, LLC (TD) for \$150,000 (see contract Attachment A).

Prior to B&B's purchase, TD had an asbestos survey done and had hired a company to remove the asbestos (this information should be filed with the Village and appropriate New York State agencies by TD); (Spectrum Environmental references surveys done prior to B&B's involvement by Churchill Environmental and Environmental Consultant Group in their report in Attachment I). Todd Clifford (Clifford), owner of TD, Rod Brumley (Brumley) of B&B and Rodney Garvin (Garvin), employee of B&B, did a walk thru of Site together prior to B&B's purchase of salvage rights. Clifford informed Brumley and Garvin that he had another company from Ohio come in and remove copper and in doing so they improperly disturbed asbestos in many areas and caused it to be on the ground. Piles of debris inside and outside the building were left from contractors under TD's employ. Clifford stated he hired an asbestos removal company to clean up the asbestos but they did not finish. B&B later found out they did not finish because of non-payment by TD.

TD was responsible for cleaning up the disturbed asbestos at the Site and to have all warehouses where asbestos was disturbed HEPA vacuumed, giving B&B full access to perform deconstruction per contract (Attachment A). TD was also to obtain approval from the NYSDOL and said he would do so in a timely manner.

Contract also states that any non-hazardous construction debris may remain on Site and used for grading/fill (Attachment A).

TD did get the demo permit as stated in Contract but B&B had to renew it on 3-4-15 (Attachment B/permit filed with Village, prior permit that TD filed is in TDs' possession and filed with Village as well).

B&B contacted William King and Thomas Gilbert of CGK Environmental Services, LLC (CGK) in early December 2014 to submit a proposal, which was \$22,150, for the removal of certain pipe containing asbestos located in 5 dumpsters in Warehouse 11 at the loading dock left by previous asbestos contractors and pipe insulation to be abated in Buildings 7,8,9 (Attachment C). Per agreement with Clifford, B&B was not responsible for removing the pipe containing asbestos in the 5 dumpsters and Brumley notified Clifford and CGK that B&B was not going to pay for it to be removed since it was the responsibility of TD. Tommy Gilbert of CGK told Brumley he would not work for Clifford because he still had not paid him for previous work CGK did for TD. Clifford told

Brumley that if he hired CGK, he would pay for TD's part of this abatement. CGK agreed to work for B&B and take the chance that TD would pay its' share. CGK was hired by B&B to perform the asbestos removal stated in CGK's proposal for \$22,150 in order to move forward with the project. B&B paid the down payment required by CGK on 12-19-15 so work could begin.

B&B began prepping Warehouse 14/Building 74 in December 2014, which was constructed of tin and metal, no hazardous waste. When our excavator equipment arrived at the Site in early December 2014 to start demolition on Warehouse 14, the site was visited by Village officials including Mayor Francis Avery, Village Code Enforcement Officer Clifton Dorrough, and Lou Carrock from the NYSDOL . B&B was informed by Lou Carrock that the NYSDOL had previously had problems with work done at the Site and Clifford of TD. Abatement was previously performed before B&B's involvement with Site on asbestos containing pipe insulation and Work was stopped by order of the NYSDOL due to issues with procedures, licensing and some illegal removals. This is mentioned in several reports from Spectrum and CGK (see Attachments C,D, F, H, J, K). They walked through buildings with Brumley and observed the disturbed asbestos on the ground of some buildings and also asbestos containing material on pipes in bins that needed to be disposed of that was left by previous contractors under the employ of TD. This meeting took place when B&B was working on Building 74. Lou Carrock said he needed verification that the buildings observed with present asbestos were asbestos free before we performed demolition on those areas. In this walk thru and in many other conversations with Village officials, it was made clear the Village had tried to get TD to clean up the Site but they could not get TD to cooperate. Brumley was informed that TD had told Lou Carrock from the NYSDOL to "come to Ohio and get me".

The Village Code Enforcer, Clifton Dorrough, visited Site in December and gave his approval to continue demolition in the building we were in, Warehouse 14, as long as we did not go any further into buildings containing asbestos until the asbestos was abated.

B&B informed Clifford many times that he needed to fulfill his obligation of having the floors HEPA vacuuumed so CGK could continue clean up in those areas but got no action from TD to do so.

Clifford of TD was informed of the need to hire a company to monitor the abatement work. Clifford would not make any attempts to find a company to do the monitoring. Companies in the area would not work for TD because of his reputation.

B&B hired Spectrum Environmental Associates, Inc. (Spectrum) in January 2015 to monitor the buildings during asbestos removal and submit the proper paperwork to regulatory agencies (Attachment D). Clifford told Brumley he would reimburse B&B for the monitoring cost done by Spectrum. Spectrum conferred with Carrock of the NYSDOL the best course of action. Spectrum sent in required paperwork to regulatory agencies so B&B could continue working.

In late Jan 2015 Clifford asked Brumley to speak with CGK and have them submit proposal to include Cliffords responsibilities of removal of asbestos at the Site. Clifford stated that CGK would not work with him because he had not paid him for previous work he had done for TD. Clifford again told Brumley he would take care of his obligation in paying for the additional removal of asbestos in new

proposal. CGK sent in proposal on 1-26-15 (Attachment E). B&B paid CGK \$10,000 more on 2-6-15 for their agreed upon part of the asbestos removal from CGK's initial proposal (Attachment C).

EPA Notification of Demolition and Renovation and the Asbestos Project Notification were filed with the NYSDOL on Jan. 29, 2015 and the permit fee paid by B&B (Attachment F).

CGK was able to continue work in Building 73 because of the payments B&B made to them. After the removal of asbestos in Building 73 was finished and paperwork was issued to regulatory agencies by CGK and Spectrum on Feb 17, 2015 (Attachments G, paperwork was filed with regulatory agencies by Spectrum), B&B began deconstruction work in Building 73. At this time Spectrum was processing site specific variance amendment for floor cleaning in Buildings 11, 10, 9,8,7,6 which was approved by NYSDOL on March 2, 2015 (attachment H). Clifford was again notified of his obligation to remit payment for his part of the abatement but again he made no efforts to fulfill his contractual obligation. B&B had to make another payment to CGK so they would continue the abatement, including TD's responsibilities of abatement that had to be completed, such as HEPA vacuuming floors, in order to proceed. B&B made a payment of \$12,000 on 3-6-15 which was well over the cost proposed for B&B's agreed upon portion of the abatement.

While B&B was removing metals and taking down the structure of Building 73, CGK continued to remove Asbestos in Warehouse 11 using B&B's deposit monies to perform all asbestos work required. Spectrum monitored CGK's work.

When Building 73 was taken down, metal removed and trash hauled off, TD had still not paid his portion of the asbestos removal or monitoring nor attempted to have any other abatement companies give him quotes for TD's required abatement.

Spectrum worked with Lou Carrock of the NYSDOL and CGK on a resolution for Site mapping/building designation (Attachment I).

After asbestos was removed by CGK having been monitored by Spectrum and a visual clearance was given, Spectrum gave the OK to begin work on Warehouse 11 on March 13, 2015 (Attachment J). CGK and Spectrum began working on the interior abatement of Warehouse 10.

After the interior of the Warehouse 10 was cleaned of asbestos, a visual inspection was performed and paperwork sent to regulatory agencies on March 16, 2015 (Attachment K). The only portion of Warehouse 10 that contained asbestos was the southern portion of the roof.

B&B was forced to stop demolition of Warehouse 11 because TD refused to pay for their portion of the asbestos removal and monitoring rendering CGK unable to continue removal of asbestos (Attachment L) and Spectrum unable to continue monitoring (Attachment M).

TD was notified of this set back but would not fulfill his obligation per contract to have the asbestos cleaned up. B&B was committed to following guidelines set by the EPA and NYSDOL and could not continue working until TD made some effort to comply with the abatement process. After months of waiting and being lied to by Clifford, B&B left the Site at the end of March 2015. TD never fulfilled his obligations, therefore breaching the demolition contract with B&B.

B&B came back to the Site several times after the Village informed us of citations imposed on B&B by the Village for debris piles left at Site (Attachments M). B&B was working with TD on another project in Moosup, CT in which B&B paid TD \$500,000 for the salvage rights from December 2014 to April of 2015. The scenario of that project is much the same as Beechnut. TD sold us the salvage rights and promised to remove all asbestos from the site (of which B&B has since been informed was also illegally and improperly disturbed by those under TD's employ prior to B&B's involvement). TD also made no attempts in the abatement of the Moosup project. When Moosup was visited by the EPA, TD blamed B&B for the presence of asbestos in piles that was caused by people under TD's employ before B&B's involvement, and kicked B&B off the site promptly suing B&B for breach of contract and then illegally selling the salvage rights of Moosup to another company before the asbestos was completely removed. Therefore, B&B was very apprehensive to be involved in any project still owned by TD for fear of what further scams he would try and tie B&B up in. Because TD never fulfilled his obligations in the Beechnut contract and therefore voiding the contract, B&B did not feel it was responsible for cleaning up the Site of debris piles and informed the Village of this. After so much time had gone by it was clear TD was not going back to the Site and B&B worked with the Village and cleaned up the non hazardous debris piles from B&B's demo work. The final removal of the debris piles of non hazardous trash from B&B's work and B&B's equipment took place in Feb 2016.

The contract with TD gave B&B nine months to finish work at the Site. TD breached that contract by not fulfilling TD's duties of abatement forcing B&B to leave the Site. It is B&B's belief that if Clifford was not sought after so vigorously by the Village and the State of New York regulatory agencies he would still be scamming some other company into taking Beechnut off his hands.

6. Provide any and all documents between your Company and any entities that were consulted or retained for demolition work at the Site.

Answer:

B&B performed the demolition work that took place between Dec, 2015 and March, 2015.
(Please see Answer to question 5 for correspondence concerning abatement).

7. Identify the types of all asbestos-containing material ("ACM") handled by your Company at the Site (e.g, insulation, cinder blocks, etc.).

Answer:

B&B did not handle any asbestos containing materials. Per contract (Attachment A), removal and clean up of disturbed asbestos was responsibility of TD. CGK was hired to remove asbestos (Attachment C) and Spectrum was hired to monitor the removal (Attachment D).

8. Describe what actions, if any, your Company took to prevent the release of asbestos or ACM at or from the Site.

Answer:

B&B objects to the statement contained on page 2 of the Notice of Potential Liability from the US EPA letter that B&B was involved with the "improper handling of friable asbestos and asbestos-containing material at the Site."

The asbestos that was disturbed was done so before B&B started work at Site. This was witnessed by officials and inspectors, admitted to by Clifford, and is in several reports (Attachments C, D, E, H, J, K) from Spectrum and CGK as described in Answer to question 5.

B&B never handled ACM or allowed for it to be disturbed and it is because of B&B (by hiring CGK and Spectrum) and in spite of TD (because he would not act on his responsibilities to clean the asbestos up) that a large portion of the asbestos was properly removed.

9. Identify and provide documentation associated with all assessments, investigations, sampling, analysis, and cleanups by your Company of hazardous substances (including ACM) and/or industrial waste at the Site. Identify all environmental contractors and consultants who assisted in these actions, and describe the activities they performed or planned to perform at the Site and the dates such activities occurred.

Answer:

As described in Answer to question 5, CGK was retained as the abatement contractor from December 19, 2014 to March 16, 2016 and Spectrum was retained to monitor the abatement and handle correspondence with regulatory agencies from January 20, 2015 to the end of March 2015. (Also see Answer to question 5 and Attachments C, D, E, F, G, H, I, J, K, L, M).

10. Did your Company remove any material from the Site, including scrap metal? If so, provide all records indicating the weight and value of any scrap metal or other material so removed.

Answer:

B&B removed scrap metal. (See Attachment O) .

Non hazardous waste was picked up and discarded by Chris Rizzo Trucking Inc.

11. Did your Company sell, or otherwise offer for sale, any materials so removed from the Site? If so, provide details of each such sale, or potential sale, including, but not limited to, identifying the items sold, parties involved, and the price paid. Furthermore, provide all documents relating to any such sales.

Answer:

B&B sold scrap metals to Empire Recycling Corporation and Nathan H. Kelman Co. See (Attachment O) for details.

12. Did your Company have dealings with TD Development LLC, Todd Clifford, TD Development, Inc., Great Western Steel, LLC, and/or Jeff Wendel in connection with the Site? If so, describe such dealings and provide all documents relating thereto.

Answer:

B&B had dealings with TD Development LLC, Todd Clifford and Jeff Wendel.

TD Development LLC: Company that B&B had salvage contract (Attachment A) with for Beechnut site. Please refer to Answers of questions 5, 6, 7, 8 for dealings explained.

Todd Clifford: owner of TD Development who signed the contract (Attachment A). Please refer to Answers to questions 5,6,7,8 for dealings explained.

Jeff Wendel : employed by TD and assisted him with all matters pertaining to the Site.

13. Does your Company have information regarding or did your Company have any occasion to observe actions by any other individuals or entities at the Site relating to demolition, the handling or removal of probable or confirmed ACM, any removal or salvaging of scrap metal or other material from the Site, or any attempts to contain disbursement of any material during demolition at the Site? If yes, Please:

Answer:

The asbestos that was disturbed on the site and the removal of metals by people/companies under TD's control was done so before B&B's involvement and therefore not witnessed by B&B or its entities. CGK and Spectrum were the only companies hired by B&B pertaining to the abatement and all information available to B&B is contained in the Answers of previous questions and Attachments. Clifford of TD never visited the Site after the initial meeting before the contract with B&B was signed in October of 2014. Nor did Clifford hire anyone to perform the duties he was obligated to fulfill in asbestos removal or providing unhindered access for B&B on Site.

14. Identify and provide copies of all documents related to all insurance policies and indemnification agreements held, or entered into, by your Company for work at the Site. Describe any claims that were submitted to insurance carriers concerning the Site and any recoveries received from these claims. Provide copies of all documents regarding any such claims and recoveries. In response to this request, provide insurance policies and agreements which currently are in effect as well as those that were in effect during any portion of the time when the Company performed work at the Site.

Answer:

Insurance is listed and copies of insurance certificates attached (Attachment P).

Workers Compensation: American Mining Insurance
9-1-14 to 9-1-15
Policy # wc018500072501
1,000,000 policy limit

General Liability: Mid-Continent Casualty Company
9-8-14 to 9-8-15

Policy 04GL000911787
1,000,000 each occurrence
1,000,000 personal & adv injury
2,000,000 general aggregate
2,000,000 products

15. Has the Company been a party to any litigation, whether as plaintiff or defendant, where an allegation included liability for contamination at or from the Site, or arose from a contract relating to the Site? If yes, identify such litigation and its disposition, briefly describe the nature of the Company's involvement in the litigation and provide all documents related thereto including a copy of the pleadings and any final order.

Answer:

No, B&B has not been a party to any litigation at this Site.

16. Identify all other people or entities that may have knowledge of the subject of this inquiry, and state the basis for your belief as to their knowledge. For past employees, include their job title and description of their responsibilities.

Answer:

All people with knowledge of this subject are listed in this response and shall include employees of companies/agencies listed within.

17. Identify each person consulted in responding to these questions, including his or her job title and a description of his or her responsibilities.

Answer:

Rodney Brumley, President, Manager
Rodney Garvin, Foreman, assists in overseeing jobs
Monette Brumley, Secretary, Administrative Work

Additional Note:

Clifford of TD is responsible for the cleanup of the Site. While B&B was doing everything we could to follow rules, Clifford was finding a way to get around them and pass his obligations and responsibilities over on someone else. He never once attempted to fulfill his obligation to remove asbestos. He would not cooperate with regulatory agencies and several officials have mentioned they could not find Clifford or get him to cooperate with matters pertaining to the Site. B&B implores the EPA to realize the responsibility of the clean up lies with Clifford, the owner of the property, and to not put anymore undue burden on B&B for Clifford's unjust, immoral, and irresponsible dealings.

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of

County of

I certify under penalty of law that I have personally examined and am familiar with the information and all documents submitted in response to EPA's Request for Information, and based on my personal inquiry or my inquiry of those individuals immediately responsible for obtaining the information I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that I am under a continuing obligation to supplement my response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or the Company's response thereto should become known or available to the Company.

B&B Recycling, LLC
COMPANY (print or type)

Rodney Brumley
NAME (print or type)

President
TITLE (print or type)

John Brumley
SIGNATURE

Sworn to before me this day of Sept. 2, 2016

Monette Brumley
Notary Public

